

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In re Application of )  
 )  
TALKNSPORTS, INC. ) File No. BAL - 20181101ABH  
 )

For Assignment of License  
WKFL(AM), Bushnell, Florida  
Facility ID No. 62365

To: The Media Bureau

PETITION TO DISMISS

The undersigned hereby petitions for the dismissal of the above referenced Application for Assignment of License (the "Application"), as inadvertently accepted for filing, or, alternatively, the designation of the above referenced Application for hearing on the issues raised below or its dismissal. In support whereof the following is shown:

1. The above referenced Application purports to seek assignment of the license and certain other intangible assets of WKFL, Bushnell, Florida, Facility ID No. 62365 (the "Station") from its Licensee, Talknsports, Inc., to Ferris S. Waller, the proposed Assignee. However, rather being certified by an officer of the corporate licensee, as is required (See Instructions to FCC Form 314), the Application is certified on behalf of the Licensee/Assignor by "J. Randall Hammett, General Manager". The Station's current Ownership Report, as filed with the Commission, reports no office of "General Manager", but instead reports the following offices and officers for the corporation: Bruce L. Cox, President, and James P. Adams, Vice-President/ Secretary/ Treasurer. Accordingly, because the Application is not properly certified on behalf of the corporate Licensee, the Application is not acceptable for filing, should not have been so accepted and must be dismissed as inadvertently accepted for filing.
2. In addition to the lack of proper certification on behalf of the Licensee/Assignor, other aspects of the Application raise unresolved issues relating to whether the Application has in fact been submitted with the knowledge and approval of the corporate Licensee, as well as issues regarding the actual ownership and control of the Station by the Licensee.
3. Both the Asset Purchase Agreement (Exhibit 5 to the Application), as well as the Time Brokerage Agreement (Exhibit 17 to the Application) are signed, not by any officer of the corporate Licensee, but by "J. Randall Hammett", again identified as "General Manager". The fact that neither agreement is executed by any officer of the corporate Licensee raises a

fundamental issue regarding whether the agreements represent valid, binding and enforceable agreements of the Licensee. As such, while the Application may disclose the agreements between the "General Manager"/Assignor and the Programmer /Assignee, it discloses nothing regarding any agreement of the Licensee. Absent knowledge of the Licensee's role, if any, in the proposed transactions, the Application cannot be lawfully granted.

4. The address of the Assignor/Licensee is listed in Section I of the Application as "7280 SW SR200, Ocala, FL 34476". This address in turn is identified in Section 20.1 of the Asset Purchase Agreement (Exhibit 5 to the Application), as well as Section 23 of the Time Brokerage Agreement (Exhibit 17 to the Application), as the address of "Hammett Financial PA". Further, it appears that Hammett Financial PA, located at 7280 S.W. State Road 200, Ocala, Florida, is a financial firm owned or controlled by J. Randall Hammett.

5. Section 3.3 of the Asset Purchase Agreement (Exhibit 5 to the Application) provides that the balance of the consideration to be paid under the terms of the Agreement are to be wired, not to any account of the Licensee, but rather to "Hammett Financial PA" c/o CenterState Bank. Thus, it appears that at least 2/3 (if not all) of the consideration to be paid under the terms of the Asset Purchase Agreement is to be paid, not to the Licensee or any of its officers, directors or shareholders, but to the same third party who executed the Asset Purchase Agreement in his purported capacity as "General Manager".

6. The fact that the Application was certified and both the Asset Purchase Agreement and the Time Brokerage Agreement were executed by "J. Randall Hammett" as "General Manager" rather than a corporate officer of the Licensee raises serious issues regarding the ownership and control of the Station by the Licensee. The fact that the majority of the purchase price is being paid to Mr. Hammett's firm only exacerbates such issues. Every indication from the Application and Agreements is that it is Mr. Hammett who is in control of the Station, not the Licensee.

7. In addition to the foregoing issues, certain provisions of the Time Brokerage Agreement also raise issues regarding the ownership and control of the Station by the Licensee, especially in light of the issues discussed above. Section 5.A 6.(a) of the Time Brokerage Agreement reflects that the Station's studios are owned by the Programmer and apparently the equipment also. On information and belief, the Programmer is also the owner of the Station's transmitter site. Significantly, the Station went silent on November 10, 2017 because of the loss of its transmitter site. See BLSTA-20171127AAA.

8. Section 6.(a) the Time Brokerage Agreement provides that the "Licensee shall designate a general manager (who shall be Licensee's General Manager) in addition to any other employees Licensee may deem it advisable to employ" and Section 6.(b) provides that, whenever Programmer's employees "are engaged on Station business", they are to be "subject to the ultimate supervision and direction of Licensee's General Manager or other personnel", presumably other personnel employed by Licensee. However, Attachment A reflects that the

Programmer is to pay the Licensee a brokerage fee of only \$100.00 per month. While Programmer is to reimburse the Licensee for the cost of the "salaries of Licensee's station personnel", the total amount to be reimbursed is "(limited to \$100 per week)" (Attachment A ). With only four (4) hours of programming time per week from which to generate any advertising revenue (Section 4.A) and only \$100 per week in reimbursement, it is unclear how Licensee can be expected to employ even a General Manager, much less other personnel, as there is no evidence that Licensee has any other source of revenue, whatsoever. If the Licensee cannot realistically be expected to have sufficient revenue to pay at least minimum wage, serious issues are raised regarding how it can employ a General Manager to supervise and control the operation of the Station on its behalf in any meaningful sense.

8. Other provisions of Attachment A to the Time Brokerage Agreement raise issues regarding the Licensee's control over the finances of the Station, a matter which has long been recognized as a key indicia of control over the operations of the Station. Attachment A provides that Programmer "shall directly pay reimbursement to Licensee" for certain specified "reasonable and necessary expenses incurred by Programmer in conjunction with Programmer's operation of the Station" and that the Licensee is to invoice the Programmer for any such expenses "not paid directly by the Programmer". Read together and in the larger context, these provisions clearly suggest that Programmer is expected to pay the expenses of the operation of the Station directly and that "reimbursement" is to be only the exception to that the rule. Indeed, given the \$100 monthly brokerage fee and only four (4) hours of programming time per week from which to generate any advertising revenue (Section 4.A) it could hardly be otherwise. The conclusion can only be drawn that it is the Programmer, not the Licensee, who is in de facto control of the Station's finances.

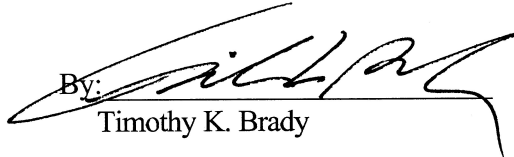
9. Considering all the foregoing issues together, we are presented with a strange and unsettling picture. We have on one side a "General Manager"/Assignor and on the other a Programmer /Assignee. These two parties are involved in a transaction contemplating the payment of Twenty to Thirty Thousand Dollars to the "General Manager"/Assignor in exchange for, essentially, the Station's license. What is conspicuously absent from this picture is the Licensee. There is no evidence of any involvement of or approval by any officer, director or shareholder of the corporate Licensee nor is there any evidence that any of them are even aware of proposed transactions. The only conclusion that can be drawn is that the Licensee has not in fact been involved in the transaction to date and that the control of the Station and its operation have been either transferred or usurped, without prior authorization of the Commission, at least since the Station resumed operation in November, 2018.

10. In summary, because the Application is not properly certified on behalf of the Licensee by a corporate officer, as is required, the Application is not acceptable for filing, should not have been so accepted and must be dismissed as inadvertently accepted for filing. Alternatively, the Application should be designated for hearing or denied in the absence of a satisfactory evidentiary basis to permit the reliable resolution by the Commission of the numerous serious and unresolved issues regarding the basic ownership and control of the Station by the Licensee

as discussed above.

WHEREFORE, the above referenced Application should be DISMISSED, as inadvertently accepted for filing, or, alternatively, DESIGNATED FOR HEARING or DENIED for the reasons stated above.

Respectfully Submitted

By:   
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January 28, 2019